

## AGENDA ITEM



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Cable Rejuvenation of 15,920 feet of Underground Electric Cable in English Oak Subdivision, Phase I to UtilX Inc. of Kent, WA (\$95,226.40) (EUD)

**MEETING DATE:** July 7, 2010

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution awarding contract for cable rejuvenation of 15,920 feet of underground electric cable in English Oak Subdivision, Phase I to UtilX, Inc. of Kent, WA in an amount not to exceed \$95,226.40.

**BACKGROUND INFORMATION:** On March 18, 2010 the City Council approved the specifications and authorized the advertisement for bids to rejuvenate 15,920 feet of underground electric cable in English Oak Subdivision, Phase I. In this area, underground electric distribution cables are buried directly, not in conduit.

Most of these direct-buried cables have more than 30 years of service and are reaching the end of their useful lives. Cable failures due to insulation weakness have led to prolonged power outages. Replacing the direct-buried underground system with new cable in new conduits is very expensive. Rejuvenating the insulation of direct-buried cables through the injection of a silicone compound is a cost-effective option. The cost of cable rejuvenation is estimated to be half of the cost of replacing same direct-buried cables.

On April 20, 2010, the Electric Utility Department (EUD) advertised bid documents for the rejuvenation of 15,920 feet direct-buried cable in the English Oak Subdivision, Phase I. On May 19, 2010 staff received bid proposals with the following results:

UtilX, Inc., Kent, WA	\$ 95,226.40
Novinium, Inc., South Kent, WA	\$101,910.00

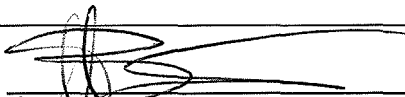
UtilX is the low bidder and is found to be compliant with the bid documents and scope of work. Staff checked with other electric utilities that used UtilX and confirmed UtilX's experience and expertise.

Cable rejuvenation, injecting old cable with a silicon product under pressure, is expected to extend the life of the cable for 40 years or more. Digging is needed only if and where there are cable splices. The injection will be performed with the cables energized and in operation.

To extend the useful life of existing direct-buried cables, prevent cable failures and minimize prolonged power outages, staff recommends awarding the cable rejuvenation services contract in the English Oak Subdivision, Phase I to UtilX, Inc. of Kent, WA in an amount not to exceed \$95,226.40 with contract

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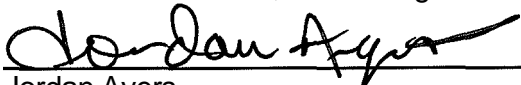
APPROVED:

  
Konradt Bartlam, Interim City Manager

extension options to perform cable rejuvenation in the English Oak Subdivision, Phase II Project. UtilX shall complete these services within 120 days from the date of "Notice to Proceed."

**FISCAL IMPACT:** Not to exceed \$95,226.40

**FUNDING:** Included in the FY 2010/11 Budget Account No. 161651

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
Elizabeth A. Kirkley  
Electric Utility Director

Prepared By: Demy Bucaneg, Jr., P.E., Assistant Electric Utility Director  
Weldat Haile, P.E., Senior Power Engineer

EAK/DB/lst

**SILICONE INJECTION OF UNDERGROUND CABLE  
ENGLISH OAKS SUBDIVISION – PHASE ONE**

**SECTION 4  
CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the 'City,' and UtilX Corporation, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bonds  
Plans

The Latest Edition of  
Standard Specifications,  
State of California,  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The

responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of performing cable testing, analysis, preparation and restoration of insulation integrity utilizing silicone injection technique to improve the life expectancy of certain cables within the City of Lodi's 12 kV underground distribution system and other incidental and related work, all as shown on the plans and specifications for the above project.

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Cable Testing and Analysis	LS	1	\$21,749.04	\$21,749.04
2.	Silicone Injection of 12 kV cable for #2 AWG 220 mill	LF	5,600'	\$4.27	\$23,912.00
3.	Silicone injection of 12 kV cable for 1/0 AWG 220 mil	LF	9,800'	\$4.27	\$41,846.00
4.	Injection Accessories (Connector, Elbows, Adapters, etc)	LS	1	\$7,719.36	\$7,719.36
				TOTAL BID	\$95,226.40

### UNIT PRICE ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	Splice Pit Excavation	CF	\$37.33
2.	Asphalt Removal and Replacement	CF	\$43.75
3.	Concrete Removal and Replacement	SF	\$43.75
4.	Curb and Gutter Replacement	LF	\$43.75
5.	Backfill, compact all excavations	EA	\$ No Charge
6.	Dispose of all excess material	LS	\$ No Charge
7.	Excavation Safety	LS	\$ No Charge

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 120 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6.5 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_

~~Konrad~~ **Bartlam**  
~~Interim~~ City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:


\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 

RESOLUTION NO. 2010-103

A RESOLUTION OF THE LODI CITY  
COUNCIL AWARDING A CONTRACT FOR  
UNDERGROUND CABLE REJUVENATION

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 19, 2010, at 1:00 p.m., for bids for rejuvenation of 15,920 feet of underground cable in English Oak Subdivision, Phase I; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

UtilX, Inc., Kent, WA	\$ 95,226.40
Novinium, Inc., South Kent, WA	\$101,910.00

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the award of 15,920 feet of underground cable rejuvenation services in the English Oak Subdivision, Phase I, to UtilX, Inc., of Kent, WA, in an amount not to exceed \$95,226.40.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to extend the contract with UtilX, Inc., of Kent, WA, for cable rejuvenation services in the English Oak Subdivision, Phase II, Project with continued satisfactory performance in the prior Phase I Project, in accordance with the terms of the specification approved by the City Council, and subject to limitations established in the operating budget.

Dated: July 7, 2010

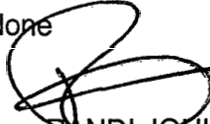
I hereby certify that Resolution No. 2010- 103 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 7, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and  
Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk